In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, compliance with national, state, or local codes or standards, (iii) the use of the Products in a manner for which they were not designed, (iv) causes external to the Products such as, but not limited to, power failure or electrical power surges, (v) improper installation, operation, maintenance or failure to follow proper contamination procedures and other product-specific handling instructions, then, if applicable, Buyer may have a valid warranty claim. All such matters are subject to acceptance in writing at the option of an authorized representative of Seller.

**PRICE**
All prices published by Seller or quoted by Seller’s representatives may be changed at any time by Seller as of the date hereof or otherwise specified in writing. All orders for the Products will be subject to the then-prevailing published prices. If, for any reason, the price of any Products has not been previously specified or quoted, then, unless otherwise specified in writing, Seller’s price shall be the price in effect at the time of the order. Price shall be subject to adjustment on account of specific quantities, quantities, raw materials, cost of production, shipment arrangements or other terms and conditions which may vary from those of Seller’s original price quotation.

**TAXES AND OTHER CHARGES**
Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any of the Products covered hereby, all of which taxes and duties, if any, must be paid by Buyer. Seller may require full or partial payment in advance, or other evidence of satisfactory credit, to cover such amounts prior to delivery of the Products. Notwithstanding the above, Seller’s fee for any requested service or delivery of the Products in transit, title to and risk of loss of the Products will pass to Buyer on the actual delivery of the Products to Buyer. Buyer shall pay to Seller all taxes applicable to the sale, delivery, or use of any Products covered hereby, all of which taxes, if any, must be paid by Buyer.

**DELIVERY; CANCELLATION OR CHANGES BY BUYER**
The Products are either (A) planned for distribution and sale by Buyer, (B) fully paid for in advance and scheduled for delivery by Seller, or (C) in process of manufacture by Seller. Orders in process may be canceled only with Seller’s written consent and upon payment of Seller’s cancellation charges. In orders may be modified by Seller at any time, without notice, in its sole discretion. Buyer agrees to provide Seller with prompt written notice of any third party claim covered by Seller’s indemnification obligations hereunder. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to Seller’s transaction with Buyer or in connection with any action brought by Buyer.

**GENERAL**
Certain of the software products provided by Seller may be owned by one or more third parties and are not supplied by Seller, but instead are provided by or with the permission of such third parties. Certain third party provision and licensing provisions set forth herein shall not apply to software products owned by third parties and provided herein.

**LIMITATION OF LIABILITY**
NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER AND ANY THIRD PARTY SUPPLIER (“Sellers”) SHALL NOT EXCEED THE PURCHASE PRICE THEREOF. THE SALES AND SERVICES AGREEMENT BETWEEN SELLER AND BUYER SHALL NOT REQUIRE SELLER TO PAY ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE THEREOF. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES OR EXPENSES WHATSOEVER, INCLUDING WITHOUT LIMITATION ALL EXPENSES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL, REGARDLESS OF WHETHER SELLER (a) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) HAS NEGLECTED TO TAKE PRECAUTIONS TO AVOID SUCH DAMAGES.

**IMPORT RESTRICTIONS**
Buyer acknowledges that each Product and any related software, technology, including technical information supplied by Seller or contained in documents (collectively “Items”), is subject to export controls of the United States government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the Department of Commerce (the “EAR”), which may restrict or require licenses for the export of Items from the United States and the re-export from other countries. Buyer shall comply with and follow all applicable laws, regulations, laws, treaties, and agreements related to the export, re-export, and transshipment of any Products or Items, and Buyer shall not export or re-export any Items without first obtaining the required license to do so from the appropriate U.S. government agency (i.e., export or import any Item, or export, re-export, distribute or supply any Items to any end user that would result in violations of any such laws).

**MISCELLANEOUS**
Buyer may not delegate any duties or assign any rights or claims hereunder without Seller’s prior written consent, and any such attempted delegation or assignment shall be void. The rights and obligations of the parties hereunder shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its choice of law principles. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Allegheny County, Pennsylvania, USA, in any action arising out of or relating to the Agreement and waives any right to which it may be entitled by domicile or otherwise. In the event of any legal proceeding between the Seller and Buyer relating to the Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date of the cause of action arose.

**ACCEPTABLE PAYMENT METHODS**
The Seller prefers to receive payment via ACH or other electronic interface methods that directly exchange funds between the Buyer and Seller’s bank accounts. The Seller also accepts credit card payments to one of its lockbox remittance locations. Although the Seller does not accept credit card payments at the time of purchase, it does not accept credit card payments after the point of sale.